The opposite rule, that assent of ancestor is necessary, was first laid down by Chief Justice Parsons in *Boynton* v. *Hubbard*, 7 Mass. 112, and has been followed by other States. *McLure* v. *Raben*, 133 Ind. 507. But the English rule and the weight of authority in America support this decision, many cases seeming to require neither assent nor notice. *Hale* v. *Hollen*, 90 Tex. 427; *McDonald* v. *McDonald*, 75 Am. Dec. 434.

HUSBAND AND WIFE—NECESSARIES—WIFE'S AGENCY.—HATCH V. LEONARD, 59 N. E. Rep. 270 (N. Y.).—Where agency was averred as ground of liability of husband for goods furnished to his wife living separate from, and not expressly authorized by him, *held*, plaintiff could prove that such goods were necessaries, since the law would imply agency from such proof.

Three judges dissented on the ground that separation precludes an implication of agency by law, citing *Montague* v. *Benedict*, 3 Barn. & C. 631. But the dissent is amply rebutted by *Baker* v. *Barney*, 8 Johns. 72, and *Goodman* v. *Alexander*, 165 N. Y. 289.

INJURY TO SERVANT—CONTRIBUTORY NEGLIGENCE.—MCDANIELL'S ADMX. V. LYNCHBURG COTTON MILL CO., 37 S. E. 781 (Va.).—A boy twelve years of age, employed to sweep aisles in a cotton mill, was found dead at the foot of the freight elevator shaft. Deceased was shown to have been active, intelligent, well-grown, experienced in and competent to perform his duties—which did not take him near the shaft—and had been repeatedly warned of the danger of playing near it. *Held*, sufficient to show contributory negligence on the part of deceased, precluding recovery.

There seems to be much difference of opinion as to whether or not a minor *employé* can be guilty of contributory negligence. The ruling in this case is in line with the decisions in *Nagle* v. *Allegheny, etc., R.R. Co.*, 88 Pa. St. 37; *Dietrich* v. *Baltimore, etc., R. Co.*, 58 Md. 347. The opposite view is held in *Haycroft* v. *Lake Shore, etc., R. Co.*, 64 N. Y. 636, and in *Philadelphia, etc., R. Co.* v. *Spearen*, 11 Wright (Pa.) 300.

INSURANCE—POLICY—BREACH OF CONDITION.—WM. SKINNER & SONS CO. V. HOUGHTON, 48 Atl. 85 (Md.).—An insurance policy provided that it should be void if any change took place in the interest of the subject of insurance. *Held*, that a contract for the sale of insured premises rendered the policy void.

The question here considered is a much disputed one, and is still by no means settled. It seems well established by numerous decisions that a contract for the sale of insured premises does not render void a policy which contains the condition that there should be no change in the title or possession of the subject of insurance. *Washington Ins. Co.* v. *Kelly*, 32 Md. 421; *Forward* v. *Ins. Co.*, 142 N. Y. 382; *Hill* v. *Mutual Protection Co.*, 59 Penn. St. 474. The present case decides that "interest" is a term of wider meaning and includes any equitable right, following *Gibb* v. *Insurance Co.*, 59 Minn. 267; 13 *Am. & Eng. Ency. of Law* 234. An exactly contrary view is taken in *Erb* v. *German-Amer. Ins. Co.*, 98 Iowa 606. This contrary view is, also, strongly stated in *Richards on Insurance*, p. 157.

JOINT TORT-FEASORS—WHERE ONE IS A STRANGER TO A RELEASE OF ANOTHER.—O'SHEA V. N. Y. C. & St. L. R. Co., 105 Fed. Rep. 559 (Ill.).—While one joint tort-feasor may avail himself of a release of the other, he is a stranger to the instrument within the meaning of the term as used in the rule that in a suit between a party to a contract and a stranger thereto, neither is concluded by the writing, but either may contradict it by parol evidence.